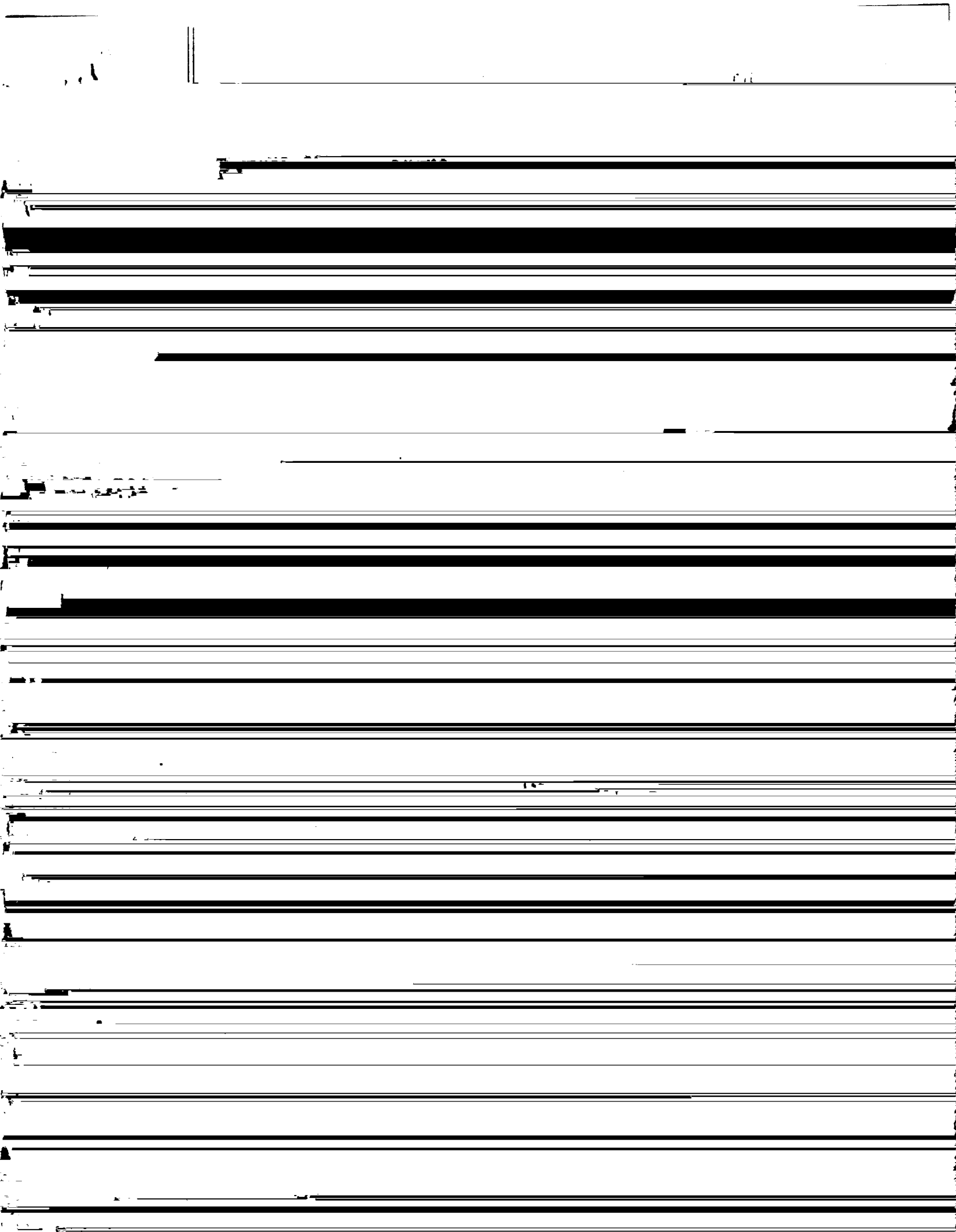


CERTIFICATE OF SERVICE

I, Lisa M. Dorn, of the law firm of Farrow, Schildhouse
& Wilson, 1730 M Street, N.W., Suite 708, Washington, D.C.,
20036, do hereby certify that copies of the foregoing "Petition
to Deny" were sent, by first-class United States mail, on the
19th day of November, 1987, to the following:

Donald P. Zeifang, Esq.
Baker & Hostetler
1050 Connecticut Ave., N.W.
Washington, D.C. 20036

Lisa M. Dorn
Lisa M. Dorn



1 Plaintiffs, Weststar Communications I, a California
2 limited partnership, Weststar Communications II, a California
3 limited partnership, Weststar, Ltd., a California limited
4 partnership, Weststar, Inc., a California corporation, Rodney
5 A. Hansen and Eugene Iacopi, bring this actions against all
6 defendants, demand a jury trial, and allege as follows:

7 JURISDICTION

8 1. The first and second claims herein arise under §1
9 and §2 of the Sherman Act (15 U.S.C. §1) and are brought
10 pursuant to §§4 and 16 of the Clayton Act (15 U.S.C. §§15 and
11 26). This Court has jurisdiction over these claims pursuant to
12 28 U.S.C. §1337. The third claim arises under the laws of the
13 State of California. Jurisdiction over that claim is pendant
14 and ancillary to the Court's jurisdiction over the first and
15 second claims.

16 THE PARTIES

17 2. Plaintiff Weststar Communications I is a
18 California limited partnership. Weststar Communications I is
19 and since 1984 has been the owner and operator of a cable
20 television system within various portions of Nevada and Placer
21 Counties commonly referred to as the Truckee and Tahoe City
22 areas.

23 3. Plaintiff Weststar Communications II is a
24 California limited partnership. Weststar Communications II is
25 and since December, 1984 has been the owner and operator of a
26 cable television system within the City of Roseville,
27 California.
28

1 4. Plaintiff Weststar Ltd. is the general partner of
2 both Weststar Communications I and Weststar Communications II.
3 Plaintiff Weststar Communications, Inc. holds a controlling
4 interest in Weststar, Ltd.

5 5. Plaintiffs Hansen and Iacopi are the majority
6 shareholders of Weststar Communications, Inc.

7 6. Defendant Scripps-Howard Broadcasting Company
8 ("Scripps-Howard") is an Ohio corporation and sole shareholder
9 of defendant Scripps-Howard Cable Company of Sacramento, Inc.
10 ("SHCC"), a Delaware corporation. SHCC is a 95 percent partner
11 in defendant Sacramento Cable Television ("SCT"). The
12 remaining 5 percent interest in SCT is held by River City
13 Cablevision, Inc. ("River City"), a California corporation.
14 Sacramento Cable Television is the owner and operator of a
15 cable television system within Sacramento County, California.

16 7. Defendant Scripps-Howard is one of the largest
17 media companies in the country. By 1983, Scripps-Howard,
18 either directly or indirectly, owned or otherwise participated
19 in the financing, operating, or developing of more than 30
20 cable television systems. Scripps-Howard presently has
21 approximately 380,000 cable television subscribers nationwide.
22 In addition, Scripps-Howard owns several television and radio
23 broadcast stations. As of December, 1983, it had total assets
24 of \$126,000,000 and 1983 revenues of over \$100,000,000. On
25 information and belief, each of the anti-competitive acts of
26 SHCC and SCT, or either of them, was directed and supervised by
27 defendant Scripps-Howard.
28

1 8. Scripps-Howard and SHCC have overlapping officers
2 and directors. Moreover, on information and belief, all of
3 SCT's and SHCC's financing is provided by Scripps-Howard and
4 funds received by SCT and SHCC are deposited directly into
5 accounts under the control of Scripps-Howard.

6 9. On information and belief, neither Scripps-
7 Howard, SHCC nor Sacramento Cable Television compete in the
8 marketplace with other cable television companies in any of the
9 areas in which they operate. On information and belief, it has
10 long been the policy of defendants to foreclose competition
11 whenever possible by both legal and illegal actions. These
12 actions have included buyouts of competitors, threats of and
13 institution of litigation against present or potential
14 competitors, threats of and instances of ruinous competition
15 undertaken solely to chastise potential competitors, and
16 various other acts of unfair competition.

17 BACKGROUND FACTS

18 10. Beginning sometime in 1983, and continuing to the
19 present, defendants have embarked upon a campaign and course of
20 conduct designed and intended to obtain and maintain an
21 unlawful monopoly over distribution of news, information and
22 entertainment by means of cable television services within
23 Sacramento County, and to engage in activities specifically
24 intended to preclude others from operating cable television
25 businesses within defendants' area of operation.

26 11. Sometime in mid-1983, Scripps-Howard decided to
27 attempt to become the sole provider of cable television
28 services within both the incorporated and unincorporated areas

1 of Sacramento County, California. In order to increase its
2 chances of success, Scripps-Howard, through its newly-formed
3 subsidiary SHCC, combined with two other entities. One such
4 entity was Cablevision Systems Sacramento Corporation, a
5 subsidiary of another large cable television company from New
6 York, Cablevision Systems Corporation (herein collectively
7 "Cablevision"). The other entity with which Scripps-Howard
8 combined was River City, a group of seventy-three
9 politically-connected or otherwise influential Sacramento area
10 individuals. Scripps-Howard agreed to provide River City with
11 5 percent ownership of the cable television system in

1 Similar suits were also initiated against the Cities of Los
2 Angeles and Palo Alto by other cable television companies in
3 September, 1983. The fact of these lawsuits and their general
4 basis were widely publicized in newspapers and the trade press,
5 and Scripps-Howard became aware of them soon after their filing.

6 13. Pacific West Cable Company is a general
7 partnership. Beginning in August, 1983, plaintiff Hansen acted
8 as a consultant to assist Pacific West in obtaining the right
9 to be a cable television operator in Sacramento. Upon
10 obtaining that right for Pacific West, Hansen became entitled
11 to partnership interest in Pacific West Cable. On
12 information and belief, at all relevant times, defendants have
13 been aware of Hansen's interest in Pacific West as well as
14 Weststar Communications, Inc. and through it, Weststar, Ltd.,
15 Weststar Communications I and Weststar Communications II.
16 Defendants were at all times herein familiar with the fact that
17 Iacopi was a major stockholder in Weststar Communications,
18 Inc.

19 14. On December 2, 1985, plaintiff Iacopi (doing
20 business as Iacopi Cable Company) filed suit against defendants
21 SCT and SHCC, among others, alleging anti-competitive and
22 unconstitutional activity in connection with SCT's efforts to
23 delay, hinder or preclude competition in the Sacramento cable
24 television market. Iacopi has sued to compete with SCT in
25 Folsom, California and has expressed interest in competing in
26 other portions of Sacramento County.

27 15. Defendants' attempts to punish all plaintiffs for
28 Hansen and Iacopi's involvement as competitors and with other

1 competitors of defendants, and to retaliate against and to
2 deter competition from Pacific West and others, form the core
3 of this complaint.

4 16. Despite their knowledge of the lawsuit filed by
5 Pacific West on September 9, 1983, which challenged precisely
6 the type of de facto exclusive cable television franchise which
7 they were seeking, defendants proceeded to seek such a de facto
8 monopoly franchise, and, on September 20, 1983--after the
9 Pacific West lawsuit was filed--the combination of SHCC, River
10 City and Cablevision Systems Sacramento Corp. submitted a
11 "proposal" to the local governments, seeking a de facto
12 monopoly over cable television services in Sacramento.

13 17. Not satisfied with having the political influence
14 of the 73 shareholders of River City, defendants also contacted
15 other individuals and institutions, and offered to and promised
to enter into agreements to pay monies and to provide other

1 thereby restrain the commerce of news, information and
2 entertainment provided by cable television in Sacramento
3 County. Since on or about November 22, 1983, defendants and
4 River City, all acting in concert, have held a monopoly over
5 cable television service in Sacramento County. As part and
6 parcel of said agreement, defendants paid and offered to
7 continue to pay sums of money and to provide services in kind
8 to the governmental bodies involved, so long as said
9 governmental units would deny to others the rights to publish
10 and speak in the Sacramento metropolitan area by means of cable
11 television.

12 19. Further, defendants sought out other individuals
13 and institutions and paid, and offered to continue to pay to
14 them sums of money and services in exchange for their aid in
15 protection of the exclusivity of the rights wrongfully obtained
16 by said defendants.

17 20. Between November 22, 1983 and the present,
18 defendants, acting for themselves and with others, have
19 embarked upon a further series of anti-competitive acts
20 specifically designed to maintain that monopoly status, as more
21 particularly set forth below, and have made concerted efforts
22 to extend the geographical area of that monopoly as is
23 hereinafter set forth.

24 21. On information and belief, by December, 1984, and
25 continuously thereafter, Scripps-Howard knew or should have
26 known that the procedure through which it entered into the
27 agreement with local governments to obtain and maintain the
28 cable television monopoly in Sacramento County was illegal and

1 unconstitutional. Nevertheless, in or about December, 1984,
2 and thereafter, defendants voluntarily and intentionally sought
3 to maintain and to extend their said monopoly. Sometime in or
4 around December, 1984, defendants seized upon the financial
5 condition of Cablevision to force its elimination from the
6 venture, and thereby increased Scripps-Howard's and SHCC's
control over the cable television market in Sacramento County.

1 immediately attempted to purchase the Roseville system from
2 Weststar Communications II. On information and belief, the
3 purpose of defendants in offering to purchase the Roseville
4 system was to extend their monopoly into new and adjacent
5 territory and to foreclose the possibility of competition in
6 Sacramento. SCT's offer was refused.

7 24. Further, and for the purpose of maintaining and
8 extending their monopoly control of cable television in the
9 Sacramento metropolitan area, in or about March, 1985,
10 Scripps-Howard entered into a written indemnity agreement with
11 governmental entities designed to deny the right to publish by
12 cable television in that area to others.

13 25. In addition, defendants began to redesign their
14 cable television system in Sacramento and to change their pace
15 and sequence of constructing it. On information and belief,
16 defendants' intent in doing so was to unlawfully maintain SCT's
17 monopoly through construction sequence and timing designed to
18 foreclose competition, and to pressure Hansen and Weststar
19 Communications II to sell their system in Roseville. The
20 relevant decisions as to when, where and how fast to construct
21 SCT's cable television system were almost wholly within the
22 discretion of defendants, which discretion was exercised in an
23 anti-competitive manner, to wit:

24 a. Defendants decided to, and SCT did construct
25 that area of Sacramento County commonly known as
26 Citrus Heights earlier than had been previously
27 planned in reaction to threatened competition in that
28 area from the Roseville, California cable television

1 system, which immediately abuts that region across the
2 County line. This construction sequence was contrary
3 to SCT's prior public construction schedules.

4 b. Defendants decided to, and SCT did construct
the northern portion of Citrus Heights first, even

1 company to construct as much of its aerial system as
2 is possible before completing the underground
3 portions.

4 d. Defendants decided to, and SCT did
5 accelerate its construction in Folsom, California as a
6 result of threatened competition from plaintiff Iacopi
7 doing business as Iacopi Cable Company, as well as
8 from plaintiff Hansen and Pacific West Cable Company.
9 Both Iacopi and Hansen had publicly expressed interest
10 in beginning construction of a competing cable
11 television system in Folsom. This construction
12 sequence was contrary to SCT's prior public
13 construction schedules, and contrary to accepted
14 business standards.

15 e. Defendants decided to, and SCT did construct
16 the portions of its cable television system in that
17 area of Sacramento County known as Pancho Cordova,
18 California, long before programming signal was
19 available in that area, contrary to standard cable
20 television industry practice and sound cash flow
21 management. This construction was undertaken in
22 direct response to the publicly stated interest of a
23 potential competitor, Cable Americal, in competing
24 with SCT in that area.

25 f. Defendants decided to, and SCT did
26 accelerate SCT's overall pace of construction with the
27 express purpose and intent of maintaining its monopoly
28 over cable television service in Sacramento.

1 26. Beginning in or about December, 1983 and
2 continuing to the present, defendants have embarked upon a
3 premeditated effort to purchase all potential competitors, thus
4 maintaining and extending their monopoly over cable television
5 services in Sacramento and environs. On information and
6 belief, defendants have used their existing monopoly power to
7 coerce various potential competitors into selling to SCT, and
8 have otherwise used improper means as part of SCT's buyout
9 activities. SCT's buyouts and attempted buyouts of potential
10 competitors include, but are not limited to, the following:

11 a. Attempts to purchase and the ultimate
12 purchase of Home Satellite Entertainment, a satellite
13 master antennae television company (SMATV or "private
14 cable") operating in Sacramento County and providing
15 the equivalent of cable television services through
~~systems which are self-contained within privately-~~

1 Mather Air Force Base (on federally-controlled
2 property within Sacramento County) and McClellan Air
3 Force Base (on federally-controlled property within
4 Sacramento County).

5 27. In January, 1987, even though SCT had not yet
6 completed building the areas covered by its de facto exclusive
7 franchise, defendants decided to expand the area over which
8 they had a de facto monopoly right to provide cable television
9 service, so as to prevent the development of potentially
10 competitive, adjacent cable systems which could, if allowed,
11 then extend service to some or all of the territory sought to
12 be controlled by defendants. This expansion covered more than
13 75,000 homes and included approximately 755 underground plant
14 miles. Defendants expected to receive total net income from
15 this expanded area alone in excess of \$13.6 million, much of
16 which would be attributable, on information and belief, to
17 SCT's monopoly profits.

18 28. In or about July, 1987, as a result of jury
19 verdicts in Pacific West Cable Company v. City of Sacramento,
20 the City of Sacramento and County of Sacramento enacted
21 ordinances permitting other cable television companies to
22 compete with SCT in at least some of the Sacramento cable
23 television market, under certain terms and conditions.
24 Immediately prior to the adoption of these ordinances, SCT's
25 chief executive officer publicly threatened to sue the City and
26 County for hundreds of millions of dollars if the ordinances
27 were enacted. This threat was unsuccessful. The ordinances
28 were adopted.

1 29. Following adoption of the above-referenced
2 ordinances, defendants embarked upon a campaign of threats and
3 intimidation in attempts to ward off competition from any
4 persons believed by defendants to be potential competitors,
5 said actions including, among others, the following:

6 a. On July 8, 1987--two days after enactment of
7 the above-referenced ordinances--Richard Davis, SCT's
8 chief executive officer, contacted plaintiff Hansen
9 and requested a luncheon meeting. On July 9, 1987,
10 Hansen and Davis met for lunch, whereupon Davis told
11 Hansen that the executives of Scripps-Howard were
12 severely displeased with the possibility of
13 competition in Sacramento from Pacific West Cable.
14 Davis inquired of Hansen whether Pacific West Cable
15 truly intended to compete with it in Sacramento, and
16 after Hansen responded affirmatively, Davis announced
17 that SCT would retaliate by entering the Roseville and
18 Truckee markets because Hansen held interests in those
19 systems (through Weststar Communications I and
20 Weststar Communications II). Davis stated that SCT
21 would begin preliminary mapping of Roseville within a
22 week.

23 b. Several days later, another representative
24 of SCT contacted an employee of the Roseville cable
25 system and stated that SCT was in the process of
26 preparing to build a system in Roseville.

27 c. On July 13, 1987, SCT sent a letter to the
28 Roseville City Manager stating that SCT intends to

1 build a cable television system in direct competition
2 with the existing Roseville system owned by Weststar
3 Communications II. The letter states that SCT will
4 construct its system within a few months. For the
5 express purpose of threatening Hansen, and through him
6 Pacific West, defendants sent a copy of said letter to
7 Hansen.

8 d. On July 28, 1987, defendants sent a letter
9 to the Nevada County administrator, stating that SCT
10 intended to build a cable system in competition with
11 Weststar Communications I's system in Truckee and
12 Tahoe City.

13 e. The express purpose and intent of the
14 actions alleged in "a" through d above was to
15 frighten, and/or coerce plaintiffs Hansen and Iacopi
16 into using their influence to persuade or attempt to
17 persuade Pacific West Cable not to compete with SCT in
18 the Sacramento market. Indeed, SCT's Chief Executive
19 Officer has been quoted as stating that SCT "plans to
20 look hard at other markets served by potential
21 competitors", so that "if those companies make a move
22 in Sacramento. . . Scripps-Howard might counter by
23 applying for licenses in those cities to make
24 competitors think twice about picking a fight."

25 f. As noted, since early 1985 and continuing
26 through the present, defendants have attempted to
27 purchase the Roseville system from Weststar
28 Communications II in order to maintain and expand

1 SCT's monopoly. During the Spring of 1987, Weststar
2 Communications II began negotiating with various other
3 cable television companies about the possible purchase
4 of the Roseville system. Upon information and belief,
5 when defendants learned of these negotiations, they
6 took actions, including those herein described in this
7 paragraph 29, intended to disrupt the potential sale
8 to any cable television company other than SCT and to
9 force a reduction of the price which Weststar
10 Communications II could obtain from any purchaser
11 other than SCT, thus coercing Weststar Communications
12 II to sell the Roseville system to SCT.

13 g. On July 15, 1987, defendants filed an action
14 against various local governmental defendants, and
15 other parties. Defendants published a threat to join
16 as defendants in that action any cable television
17 company who entered the Sacramento cable television
18 market in competition with SCT.

19 h. On two separate occasions, in two separately
20 filed actions, defendants, without any standing to do
21 so, attempted to enjoin the issuance of any licenses
22 permitting competition against it. Both of these
23 efforts were unsuccessful but caused great expense and
24 hardship to one or more of SCT's potential
-- competitors. As to plaintiffs herein, said actions

1 sought the aid and cooperation of some or all of the
2 individuals and institutions who were provided monies, things
3 of value and services by defendants so long as defendants were
4 able to obtain and maintain a de facto monopoly over cable
5 television service in Sacramento to aid in defendants' attempts
6 to so retaliate against and punish plaintiffs herein, and to
7 prevent plaintiffs from aiding Pacific West. When the true
8 extent of such activities have become known, plaintiff will
9 move the court for permission to add additional defendants,
10 together with such charging allegations as are appropriate. On
11 information and belief, the acts and deeds of defendants as set
12 forth above, are consistent with the mode of operation of
13 Scripps-Howard in other markets.

14 FIRST CLAIM FOR RELIEF
15 (Sherman Act, Section 2)

16 31.. Plaintiffs incorporates herein by reference the
allegations of paragraphs 1 through 30 above, and further

1 35. The relevant geographic market involved in
2 defendants' obtaining and maintaining a monopoly is the
3 geographic limits of the County of Sacramento and adjacent
4 portions of the Sacramento metropolitan area, including
5 Roseville. In addition, there is involved the smaller
6 geographic market which includes Truckee and Tahoe City in the
7 County of Nevada, California.

8 36. Defendants, individually and in conspiracy with
9 each other and others, have used and are now attempting to use
10 their substantial market power within the Sacramento area cable
11 television market to acquire, maintain, and exert monopoly
12 power over cable television service in the relevant geographic
13 areas.

14 37. Beginning at some time unknown to plaintiff,
15 defendants and their conspirators have, with specific intent,
16 and with a dangerous probability of success, engaged in the
17 acts hereinabove described which amount to monopolization of,
18 attempts to monopolize, and conspiracy to monopolize the cable
19 television market in the Greater Sacramento including
20 Roseville, and Truckee/Tahoe areas. Defendants and their
21 conspirators now possess monopoly power, and have consciously
22 maintained and extended it. Defendants and their conspirators
23 threaten to further maintain and extend their monopoly power as
24 above described.

25 38. The above-mentioned violations have directly and
26 proximately caused damage to plaintiffs in their business and
27 property in substantial amounts which are as yet unknown, and
28 which will be set forth in full when ascertained.

1 39. The above-mentioned violations have also caused,
2 and will continue to cause, irreparable harm to plaintiffs.
3 Unless defendants are enjoined from engaging in said
4 anti-competitive actions and threatened actions, plaintiffs
5 will continue to suffer great and irreparable.

6 WHEREFORE, plaintiffs pray for relief as hereinafter
7 set forth.

8 SECOND CLAIM FOR RELIEF
9 (Sherman Act, Section 1)

10 40. Plaintiffs incorporate herein by reference the
11 allegations of paragraphs 1 through 39 above, and further
12 alleges as follows:

13 41. This claim for relief arises under Section 1 of
14 the Sherman Act (15 U.S.C. Section 1) and is brought pursuant
15 to Sections 4 and 16 of the Clayton Act (15 U.S.C. Section 15
16 and 26). The court has jurisdiction over this claim pursuant
17 to 28 U.S.C. Section 1337.

18 42. Defendants, and each of them, have acted in
19 combination and conspiracy with each other and with other
20 conspirators, both willing and unwilling, to accomplish the
21 wrongful and illegal acts described in this complaint. In
22 addition, through coercive and improper means, defendants have
23 compelled and threatened to compel others, both private and
24 governmental, to join with defendants as unwilling
25 co-conspirators in the acts described above so as to obtain
26 exclusive control over the cable television business in the
27 Sacramento metropolitan area, and in Roseville and the
28 Truckee/Tahoe City areas.

1 43. Beginning at some time unknown to plaintiffs and
2 continuing thereafter, defendants and their conspirators--both
3 willing and unwilling--have engaged in and attempted to engage
4 in unlawful contracts, combinations and conspiracies in
5 unreasonable restraint of interstate trade and commerce,
6 designed to prohibit, destroy and hinder competition as above
7 described. The contracts, combinations and conspiracies herein
8 alleged include continuing actions and agreements the aims of
9 which are to prevent, hinder and restrain the entry of, among
10 others, Pacific West Cable Company, Hansen and Iacopi into the
11 relevant marketplace through a pattern of threatened and actual
12 anti-competitive acts and statements specifically designed to
13 accomplish this anti-competitive goal.

14 44. The above-mentioned unreasonable restraints of
15 trade include efforts to allocate customers and territories
16 among horizontal competitors, which acts constitute per se
17 violations of the antitrust laws.

18 45. Plaintiffs are informed and believe that, unless
19 restrained by this court, defendants will continue to take
20 actions which will unreasonably restrain interstate commerce.

21 46. The above-mentioned violations of the antitrust
22 laws have directly and proximately caused damage to plaintiffs
23 in their business and property in substantial amounts which are
24 as yet unknown, and which will be set forth in full when
25 ascertained.

26 47. The above-mentioned violations of the antitrust
27 laws have also caused, and threaten to cause, and will continue
28 to cause, irreparable injury to plaintiffs. Unless defendants

1 are enjoined from engaging in said anti-competitive actions,
2 plaintiffs will continue to suffer great and irreparable harm.

3 WHEREFORE, plaintiffs pray for relief as hereinafter
4 set forth.

5 THIRD CLAIM FOR RELIEF
6 (Interference With Economic Advantage)

7 48. Plaintiffs incorporate herein by reference the
8 allegations of 1 through 47 above, and further allege as
9 follows:

10 49. This claim is asserted against defendants, and
11 each of them, under the laws of the State of California.
12 Jurisdiction of the court over this claim is ancillary and
13 pendant to the court's jurisdiction are plaintiffs' First and
14 Second Claims for Relief. This claim derives from a common
15 nucleus of operative facts and presents legal issues that are
16 inextricably intertwined with the claims alleged above.

17 50. Plaintiffs Hansen and Iacopi have economic
18 relationships containing the probability of future economic
19 benefit with Weststar Communications I, Weststar Communications
20 II and the limited partners therein. Hansen has an economic
21 relationship containing the probability of future economic
22 benefit with Pacific West Cable Company. Weststar
23 Communications I and Weststar Communications II have economic
24 relationships containing the probability of future economic
25 benefit with present and future cable television subscribers in
26 Roseville and in Truckee/Tahoe City, as well as with Hansen,
27 Iacopi, Weststar Communications, Ltd. and Weststar
28 Communications, Inc. Weststar Communications II had an

1 economic relationship containing the probability of future
2 economic benefit with a prospective purchaser of the Roseville
3 cable television system. Iacopi has an economic relationship
4 containing the probability of future economic benefit with
5 present and future cable television subscribers in Folsom.

6 51. Defendant SCT, and on information and belief,
7 defendants SHCC and Scripps-Howard, had knowledge of the
8 existence of each of the above economic relationships.

9 52. Defendant SCT, on information and belief while
10 acting at the direction of defendants SHCC and Scripps-Howard,
11 and without valid justification therefor, has intentionally
12 taken actions designed to disrupt each and every one of the
13 above economic relationships, and to deprive plaintiffs and
14 each of them of the future economic benefits to be derived from
15 them.

16 53. Defendant SCT's actions have caused and/or
17 imminently threaten to cause actual disruption of the above
18 described economic relationships.

19 54. On information and belief, some or all of
20 defendants' actions as described above were taken with malice
21 and oppression, making an award of punitive damages appropriate.

22 55. Plaintiffs have no adequate legal, administrative
23 or other remedy by which to prevent or minimize the continuing
24 harm to their rights resulting from the actions described
25 above. Unless the defendants are enjoined from committing the
26 above described violations, plaintiffs will continue to suffer
27 great and irreparable harm as aforesaid.

28

1 56. As a proximate result of defendants' actions as
2 described above, plaintiffs have been damaged in a substantial
3 amount as yet undetermined, but which will be set forth when
4 fully ascertained.

5 WHEREFORE, plaintiffs pray for relief as follows:

6 A. For damages in such amounts as are proved;

7 B. For the trebling of damages;

8 C. For punitive damages in an amount sufficient to
9 punish defendants for their wrongful acts;

10 D. For a declaration as to the wrongfulness of
11 defendants' actions;

12 E. For an order enjoining defendants, and each of
13 them, from unreasonably interfering with plaintiffs' rights and
14 opportunities and enjoining defendants from otherwise injuring